recovery is sought. See *Osborne* v. *McMasters*, 40 Minn. 103, 41 N. W. 503; *Marino* v. *Lehmaier*, 173 N. Y. 530, 66 N. E. 572. For a general discussion of the subject, see Thayer, "Public Wrong and Private Action," 27 HARV. L. REV. 317.

WILLS — CONSTRUCTION — GENERAL REVOCATORY CLAUSE. — The testatrix duly executed a will consisting of items numbered from one to nine, disposing of all her property. An executor was also appointed. A later paper, titled "Item Ten," began with a general revocatory clause, and merely provided for the care of her estate by an attorney until the arrival of her executor. There was also a statement of her desire to dispose of all her property. *Held*, the express revocatory clause does not revoke the first will. *Owens* v. *Fahnestock*, 96 S. E. 557 (S. C.).

In the construction of wills, the intention of the testator should govern. *Finlay* v. *King's Lessee*, 3 Pet. (U. S.) 346; *Patch* v. *White*, 117 U. S. 210, 6 Sup. Ct. Rep. 617. See *Lemage* v. *Goodban*, L. R. 1 P. & M. 57, 62. Nevertheless, the expressed intention is controlling irrespective of the internal state of the testator's mind. *Jackson* v. *Sill*, 11 Johns. (N. Y.) 201. See *Simpson* v. *Foxon*, 1907 P. 54, 57. This intention must be gathered from all the parts of the will taken together, whether the will consists of several papers executed as one instrument or of separately executed documents. See *Rogers* v. *Rogers*, 49 N. J. Eq. 98, 23 Atl. 125; *Lemage* v. *Goodban*, *supra*. See also PAGE, WILLS, §§ 462, 470. The words, "This is my last will and testament," are very slight evidence of an intention to revoke prior testamentary dispositions. *Stoddard* v. *Grant*, 1 Macqueen's Rep. 163; *Cutto* v. *Gilbert*, 9 Moore P. C. 131; *Gordon* v. *Whitlock*, 92 Va. 723, 24 S. E. 342. See *Aldrich* v. *Aldrich*, 215 Mass. 164, 169, 102 N. E. 487, 490. Even the words, "last and only will," have been held not to be an express revocation. *Simpson* v. *Foxon*, 1907 P. 54. But a general revocatory clause is very much stronger, and *prima facie* revokes prior testamentary papers. *Southern* v. *Dening*, 20 Ch. D. 99; *In re Kingdon*, 32 Ch. D. 604. See *Cadell* v. *Wilcocks*, [1898] P. 21, 26. If it is clear, however, from all the testamentary papers, that the testator had no intention to revoke, the revocatory clause will be treated as mere surplusage. *Denny* v. *Barton*, 2 Phillim. 575; *Van Wert* v. *Benedict*, 1 Bradf. (N. Y.) 114. See *Dempsey* v. *Lawson*, 2 P. D. 98, 105–107; *Smith* v. *McChesney*, 15 N. J. Eq. 359, 363. The principal case is more clearly right, because it can be ascertained from the alleged revocatory instrument itself that there is no intention to revoke. "Item Ten" indicates a continuation of a will of nine items. The testatrix desires to dispose of all her property, yet this paper makes no such provision. Moreover, she speaks of an appointed executor who must necessarily administer under a will disposing of some property.

BOOK REVIEWS

LEMUEL SHAW, CHIEF JUSTICE OF MASSACHUSETTS, 1830–1860. By Frederic Hathaway Chase. Boston and New York. Houghton Mifflin Company. 1918. pp. 329.

Fifty-eight years ago, Chief Justice Lemuel Shaw resigned his great office. Fifty-seven years ago he died. Few men now living remember his face; and probably no lawyer survives who ever argued before him. His judicial record stretches through fifty-six volumes and his name is almost daily on our lips. But until Judge Chase printed his interesting volume, no biography of him had appeared.